

1 Daniel J. Bugbee, WSBA No. 42412
155 NE 100th St., Suite 205
2 Seattle, WA 98125
Tel: (206) 489-3819
3 dbugbee@lawdbs.com
Attorneys for Whirlpool Corporation
4
5
6
7

8 UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
9 AT SEATTLE

10 LORRIANE LEWIS,

11 Plaintiff,

12 v.

13 WHIRLPOOL CORPORATION,

14 Defendant.
15

No.

ANSWER TO COMPLAINT

16 **ANSWER TO COMPLAINT**
17

18 Defendant Whirlpool Corporation (“Whirlpool”) answers Plaintiff’s Complaint for
19 Products Liability as follows:

20 1. Whirlpool is without sufficient information or knowledge to form a belief as to the
21 allegations of paragraph 1 of Plaintiff’s Complaint and, therefore, denies the same.

22 2. In response to the allegations of paragraph 2 of Plaintiff’s Complaint, Whirlpool
23 admits it is a Delaware corporation. Whirlpool admits products it designs and manufacturers
24 are sold in the state of Washington. Whirlpool denies all remaining allegations and any
25 allegations inconsistent with these admissions.

26 3. Whirlpool denies that a product manufactured or designed by it was defective or

DBS | LAW

1 otherwise caused the loss at issue. Whirlpool is without sufficient information or knowledge to
 2 form a belief as to the remaining allegations of paragraph 3 of Plaintiff's Complaint and,
 3 therefore, denies the same.

4 4. Whirlpool denies the allegations in paragraph 4 of Plaintiff's Complaint.

5 5. Whirlpool is without sufficient information or knowledge to form a belief as to the
 6 remaining allegations of paragraph 5 of Plaintiff's Complaint and, therefore, denies the same.

7 6. Whirlpool denies that it is liable for Plaintiff's damages. Whirlpool is without
 8 sufficient information or knowledge to form a belief as to the remaining allegations of
 9 paragraph 6 of Plaintiff's Complaint and, therefore, denies the same.

10
 11 WHEREFORE, Whirlpool Corporation prays for judgment in its favor and against
 12 Plaintiff Lorraine Lewis, that Plaintiff's Petition be dismissed with prejudice, for costs of this
 13 action, attorneys' fees, and all other relief appropriate in the premises.

14 **AFFIRMATIVE DEFENSES**

15 1. The Complaint fails to state a claim upon which relief can be granted.

16 2. Subject to further investigation and discovery, some or all of Plaintiff's claims
 17 may be barred by applicable statutes of limitation or repose.

18 3. Plaintiff has failed to mitigate its alleged damages, if any.

19 4. The Whirlpool products that are at issue in this litigation conformed to the
 20 generally recognized state of the art.

21 5. Plaintiff's damages, if any, were caused by the superseding and intervening acts
 22 and omissions of others.
 23
 24
 25
 26

1 6. Plaintiff's damages, if any, were proximately caused by the misuse, alteration,
2 and/or modification of the products at issue in this matter. These misuses, alterations, and
3 modifications were not reasonably foreseeable by Whirlpool.

4 7. Plaintiff's damages, if any, were caused in whole or in part by their own
5 contributory fault, and recovery, if any, should be reduced accordingly.

6 8. Plaintiff's damages, if any, were caused in whole or in part by fault of other
7 persons, parties, and/or entities not acting in concert with Defendants, and liability, if any,
8 should be apportioned pursuant to RCW 4.22.070.

9 9. Plaintiff assumed the risk of their own damages, and Plaintiff's recovery should
10 be reduced or barred thereby.

11 10. The products that are at issue in this action complied with all applicable
12 governmental codes, standards, regulations, or specifications.

13 11. Plaintiff's case failed to join real parties in interest and/or those needed for just
14 adjudication.

15 12. Subject to further investigation and discovery, some or all of Plaintiff's claims
16 may be barred by Washington's useful safe life statute.

17 13. Subject to further investigation and discovery, Plaintiff's claims may be barred
18 or limited by spoliation of, or other failure to preserve, evidence.

19 14. Plaintiff's causes of action based upon breach of warranties are barred for failure
20 to comply with notice requirements under 62A RCW.

21 15. Plaintiff's causes of action based upon breach of warranties are barred because
22 they lack privity with Whirlpool.

1 16. Whirlpool reserves the right to supplement or modify its affirmative defenses, as
2 needed or warranted by ongoing investigation and discovery in this case.

3 17. To the extent any of Plaintiff's allegations are not fully answered above,
4 Whirlpool hereby denies the same.

5 DATED this 27th day of July 2022.

6
7 DBS | LAW

8
9 By /s/ Daniel J. Bugbee
10 Daniel J. Bugbee, WSBA No. 42412
11 155 NE 100th St., Suite 205
12 Seattle, WA 98125
13 Tel: (206) 489-3819
14 dbugbee@lawdbs.com
15 *Attorneys for Defendant Whirlpool*
16 *Corporation*
17
18
19
20
21
22
23
24
25
26

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 27th day of July, 2022, a true and correct copy of the foregoing was served upon all counsel through the Court's CM/ECF system.

/s/ Daniel J. Bugbee
Daniel J. Bugbee, WSBA #42412

DBS | LAW

A Professional Limited Liability Company
155 NE 100th Street, Suite 205 Seattle, WA 98125
p: 206.489.3802 | f: 206.973.8737